

**United States Court of Appeals**  
**FOR THE EIGHTH CIRCUIT**

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No. 00-1707

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In re: Christopher Kevin Lett;

In re: Patricia Lynn Lett,

Debtors

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First American Title Insurance  
Company; Green Tree Financial  
Servicing,

Appellees,

v.

Christopher Kevin Lett; Patricia  
Lynn Lett,

Appellants.

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Appeal from the United States  
District Court for the Western  
District of Missouri.

[UNPUBLISHED]

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Submitted: January 8, 2001

Filed: January 19, 2001

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Before RICHARD S. ARNOLD, FAGG, and BOWMAN, Circuit Judges.

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PER CURIAM.

Spouses Christopher Kevin Lett and Patricia Lynn Lett bought real estate in Missouri and a mobile home to place there. The land was financed by a deed of trust to a bank and the mobile home was financed by Green Tree Financial Servicing. The Letts later sold half of the land and, by mistake, the bank released its security interest for the entire property. After construction and improvements, the mobile home became a permanent structure on the land contrary to the Letts' agreement with Green Tree, and when the Letts sold the remaining land with the home, Green Tree's security interest in the mobile home was not discovered on the land records. Two days after First American Title Insurance Company filed a complaint against the Letts, the Letts filed a petition in bankruptcy. First American and Green Tree filed adversary proceedings seeking an exception from discharge under 11 U.S.C. § 523(a)(2)(A) (money or property obtained by false pretenses, false representation, or actual fraud) and 11 U.S.C. § 523(a)(6) (willful or malicious conversion of another's property without their knowledge or consent). The bankruptcy court held the Letts' debt to First American was nondischargeable under § 523(a)(2)(A) and the Letts' debts to First American and Green Tree were nondischargeable under § 523(a)(6). See In re Lett, 238 B.R. 167 (W.D. Mo. 1999). The bankruptcy court also imposed a constructive trust on the Letts' Kansas real estate, which the Letts had purchased with the ill-gotten proceeds from the sale of their Missouri property, and denied the Letts a discharge under § 727(a)(2)(A). See id. The district court affirmed. On appeal, the Letts assert a shotgun array of issues. Having considered them all, we affirm on the basis of the district court's thorough, twenty-seven page order. See 8th Cir. R. 47B.

A true copy.

Attest:

CLERK, U.S. COURT OF APPEALS, EIGHTH CIRCUIT.